



Contract #

059231

## STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:  
Utah Department of Transportation Agency Code: 810 Division: UDOT - Equipment Operations, referred to as (STATE), and the following CONTRACTOR:

H &amp; K TRUCK EQUIPMENT, INC.

Name

1103 South 700 West

Address

Salt Lake City

Utah

84104

City

State

Zip

## LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor  
☐ Non-Profit Corporation  
☒ For-Profit Corporation  
☐ Partnership  
☐ Government Agency

Contact Person David Heinze Phone #801 886-3000 Email dheinz@hktruckequipment.comFederal Tax ID# 87-0335374 Vendor #00938A Commodity Code #76561000000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:  
Hydraulic Wing Plows: Mid-mounted, 12', Patrol Wing  
Front-mounted, 8', Wing Plow
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 810 56300000025, FY2005, Bid#GL5043 or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 1 April 2005, Termination date: 31 March 2007 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): two (2) one-year renewal options
5. CONTRACT COSTS: REQUIREMENTS CONTRACT
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions  
ATTACHMENT B: Scope of Work  
ATTACHMENT C: Pricing  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #GL5043 dated 16 March 2005.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

4-21-05  
Date

Contractor's signature

Agency's signature

APR 4 2005  
DateDAVID C. HEINZE, GEN. MANAGER  
Type or Print Name and Title

Director, Division of Purchasing

APR 29 2005  
DateCONTRACT RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE

Director, Division of Finance

MAY 2 2005

Paul Rottmann

801-965-4078

801-965-4818

prottmann@utah.gov

Agency Contact Person

Telephone Number

Fax Number

Email

(Revision 09/30/2003)

ENT'D MAY 06 2005

MAY 06 2005

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:  
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

## ATTACHMENT B: SPECIFICATIONS

UTAH DEPARTMENT OF TRANSPORTATION  
Equipment Operations  
Steve McCarthy - Equipment Operations Manager

Commodity #-765610

### Hydraulic Wing Plow's

Item 1: Mid Mounted, 12', Patrol Wing's

Item 2: Front Mounted, 8', Wing's

#### PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.
2. The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation.
3. All parts not specifically mentioned, but are necessary for the units to be complete operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
4. The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.
5. It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
6. STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.
7. Measurements will be given in the English system.
8. Failure to provide and comply with Part I and Data sheet of bidder submitted specifications will result in bid(s) being declared non-responsive.

#### PART II: GENERAL SPECIFICATIONS

1. **SCOPE:**

The intent of this specification is to define the minimum acceptable standards for single function, front and mid-mount wings for use in snow removal, highway maintenance. To work in conjunction with a reversible front plow, without leaving a windrow of snow between the front plow and wing. Cab to end of frame (CE) 14' and Cab to center of tandem (CT) 10'.

Example(s):

8' Junior Wing / Monroe  
12' DBL Function -DG1216 / Monroe  
HMW-8' / Henderson  
HPW-12' / Henderson

2. **NOTICE TO CONTRACTOR:**

Any example shown is listed to show type and class of equipment desired. CONTRACTOR is cautioned to read

## ATTACHMENT B: SPECIFICATIONS

the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. CONTRACTOR is cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will be rejected.

### PART III, DETAILED SPECIFICATIONS:

#### 1. Wing:

- 1.1 **Item 1:**  
12'0" minimum wing(s) shall be designed to mount behind driver (Left) or passenger (Right) door's.
- 1.2 **Item 2:**  
8'. 0" wing(s) shall be mount at driver (Left) or passenger (Right) front.

#### 2. Moldboard:

- 2.1 Moldboard shall be rolled and tapered to insure effective snow discharge.
- 2.2 **Item 1:** to include 2.2-2.9.
- 2.3 144" cutting edge length minimum and an overall moldboard length of approximately 148" with full-trip moldboard.
- 2.4 Intake height to be 27" minimum.
- 2.5 Discharge height to be 35" minimum
- 2.6 7 ribs with 3/8 thicknesses – one-piece minimum.
- 2.7 3/16" steel minimum thickness of moldboard constructed with 100% continuous welding.
- 2.8 Backer angles shall be incorporated to provide the maximum support offered by manufacturer.
- 2.9 3-1/2" X 3-1/2" X 3/8" minimum horizontal angle metal shall reinforced center of wing over the full length of the patrol wing.
- 2.10 **Item 2:** to include 2.10-2.16.
- 2.11 Moldboard shall be 3/16" steel minimum.
- 2.12 96"cutting edge length minimum.
- 2.13 Intake height to be 27" minimum.
- 2.14 Discharge height to be 28" minimum.
- 2.15 5 ribs with 3/8 thicknesses – one-piece minimum.
- 2.16 10-gauge steel minimum thickness of moldboard constructed with 100% continuous welding.

#### 3. Tripping Mechanism:

- 3.1 To provide a safety trip actuation whenever the wing encounters an obstruction on the plowing surface.
- 3.2 Provision for locking out the full trip mechanism shall be supplied for operation conditions requiring a rigid wing.

#### 4. Push Arms:

- 4.1 Two (2) part arms to have grease zerk(s) with protection rings or equal to allow for lubrication.
- 4.2 **Item 1:** to include lines 4.3 – 4.6.
- 4.3 Two (2) heavy-duty parallel wing braces shall be furnished to support the rear of wing. They shall be telescopic and shall be solid of not less than 2-1/2" diameter and mechanical tubing of not less than 3-1/2" with 7/16" thick walls or approved equal design.
- 4.4 Push arms to have numerous holes for adjustment in and out to maintain 90 degrees arm to moldboard and 7' minimum from truck to outer most part of the wing.
- 4.5 The push arm shall be pinned to the moldboard and rear wing mount.

## ATTACHMENT B: SPECIFICATIONS

- 4.6 Tripping actuation shall be accomplished by a tension-spring mounted on the top push arm.
- 4.7 **Item 2:** to include lines 4.8-4.9.
- 4.8 Wing tube shall have a 3" outer tube and solid 2-7/8" inner tube with a spring-cushion device to absorb shock loads or approved equal.
- 4.9 Wing tube shall be pin adjustable to change the wing moldboard-plow angle to maintain 90 degrees and 6' minimum from the truck and outer most edge of plow.

### 5. Cylinders:

- 5.1 Cylinders rod(s) shall be hard-chromed, black molly, nitride finished or approved equal.
- 5.2 Cylinder(s) shall raise the wing approximately 10" above the ground level.
- 5.3 **Item 1:** to include lines 5.4-5.7.
- 5.4 Wings shall furnish, 2 cylinders minimum, 1 located at the front post and 1 located at the rear push arms.
- 5.5 Mechanical float shall be provided at each location.
- 5.6 Front post cylinder shall be a double-acting 4" bore minimum.
- 5.7 Rear cylinder shall be a DeCel design, double-acting, 3-1/2" bore minimum.
- 5.8 **Item 2:** to include lines 5.9-5.12.
- 5.9 Wings shall furnish, 2 cylinders minimum, both located at the front post. 1 cylinder to lift the toe and 1 cylinder to lift the heel.
- 5.10 Post cylinder to be 3-1/2", double acting mounted with the base at the bottom end of the front post.
- 5.11 Heel cylinder to be 3-1/2", double acting, DeCel design, mounted with the ram end attached to the weldment.
- 5.12 Heel lift cylinder shall raise the heel of the moldboard and fold to transport position without the use of cables and sheaves.

### 6. Post:

- 6.1 Front post shall be fabricated to maximum capacity offered by manufacture for application.
- 6.2 Front post shall provide 10" minimum vertical lift at the front of the wing.
- 6.3 Post design shall include a mechanical float arrangement to allow the wing to float.
- 6.4 Post slide/flat arrangement shall consist of 2 separate slides or approved equal.

### 7. Cross Tube:

- 7.1 Wing post cross tubes to be a minimum of 5" X 7" X 3/8" thick wall tubing.
- 7.2 Cross tube end to have 1/2 plate welded in place for attaching the post to the cross tube.
- 7.3 Plates shall have extra holes for adjusting the wing post height.
- 7.4 Cross tube assembly will support the moldboard to provide bosses for attaching push arms.

### 8. Cutting Edges for Moldboards:

- 8.1 Double cutting edges installed. First edge to have tungsten carbide inserts. Second edge to be bolted in front of carbide insert edge.
- 8.2 To have standard 4' cutting edge section, punching with AASHO Spacing.
- 8.3 Height of cutting edges to be 6" +/- .25".

### 9. Hydraulic:

- 9.1 Truck Cab & Chassis will include one 4 way – double acting hydraulic valve to provide the lifting of the wing. The sequence shall lift the toe and then the heel when raising the wing and when lowering the wing, the heel is to lower first, followed by the toe. Details about hydraulic valve and operations contact Doug McClelland – Force America Phone 435-640-2575 or email: dmcclelland@forceamerica.com
- 9.2 Spacers shall be provided in the lift cylinders for the proper travel of the cylinders.
- 9.3 Hydraulic fittings shall be US standard threads, o-ring type (preferred) or JIC style.
- 9.4 Hydraulic couplings to a Parker – flush face, FF Series with dust caps or plugs or approved equal.  
Example: FF-501-8FP – 1/2-14 NPSF (national pipe, straight fuel)

## ATTACHMENT B: SPECIFICATIONS

FF-502-8FP – ½-14 NPSF

- 9.5 Lock valve, preferable built to the cylinders shall be provided to prevent wing from drifting down or dropping.
- 9.6 Flow control valve 2 each per wing, restricted one way and free flow other. Shall be provided to control lowering of wing at safe speeds.

### 10. IDENTIFICATION:

- 10.1 The unit shall have a metal tag continuous weld or welded on numbers at approximately 3-inches from the upper left corner or approved equal.
- 10.2 If welded the unit number is to be applied by welding directly to metal.
- 10.3 6-digit unit number shall be 2 –inches high.  
Example: 03-XXX
- 10.4 Unit numbers will be specified after purchase order is issued.

### 11. PAINT

- 11.1 Complete unit(s) paint shall be powered coat by manufactures.
- 11.2 Standard orange unleaded safety color.
- 11.3 Mounting hardware can be painted black.
- 11.4 Dealer's advertising to be omitted.
- 11.5 No hydraulic hoses or fittings shall be painted.

## PART IV: PARTS AND SERVICE

CONTRACTOR must have a Parts and Service Center located in the Salt Lake City, Utah area for the duration of this contract. CONTRACTOR must be able to satisfy the Utah Department of Transportation or the Division of Purchasing as to the adequacy of their service facilities and the availability of replacement parts.

## PART V: Warranty

1. Equipment shall be warranted against all defects in material and workmanship for a period of not less than 18 months, and shall cover 100 percent parts and labor for the unit, and 2 years on the paint. If manufacturer's standard warranty period exceeds the standard warranty period shall be in effect. The warranty shall begin on the date the unit is determined to meet specifications and put into service and accepted into State of Utah's fleet.
2. INTENT: During the warranty period the vendor will be responsible for labor, materials, and other costs as outlined below associated with required warranty repair. It is the intent of this warranty that the Supplier performs warranty repair work. At State's option, STATE may perform minor warranty repairs to the unit at the vendor's expense.
3. Labor: Labor for warranty repairs will be calculated at the composite rate for the mechanic in effect at the time of the warranty repairs. Labor rate will not exceed \$50.00 per hour. The time allowed for each repair will be determined by the manufacturer's standard time schedule. Manufacturer's time schedule shall be furnished to the receiving district with the unit at the time of delivery (if available). If a manufacturer's time schedule is not available, the actual time for repairs, as noted above, will be used.
4. Warranty Repair Claims: Warranty repairs will be accumulated on STATE repair orders and will be billed from same, unless the vendor prefers to have claims processed on their standard forms.
5. Parts: Replaced parts will be held 30 calendar days and will be available for inspection by the Supplier or

## ATTACHMENT B: SPECIFICATIONS

authorized representative. Copies of invoices for all parts will be provided to the Supplier. The cost of parts other than those furnished to STATE at no cost by the Supplier will be billed at actual cost.

6. Billing and Payment for Warranty Repair Expenses: Costs for minor warranty repairs will be accumulated, including labor and replacement parts (if not provided). Reimbursement payment must be made within 30 calendar days of the billing date.
7. MAJOR WARRANTY REPAIRS: When major warranty repairs are required, State of Utah will notify a representative of the vendor's Utah dealer by telephone at the location and the telephone number designated by the vendor on the data sheet as the point of contact. Major warranty repair work for the purpose of this specification means major repairs to frame assembly and major repairs to any other component(s) of the unit. Diagnosis of the actual repairs required will be the responsibility of the vendor. The vendor or his authorized representative may perform the repair work.
8. Response Time: Warranty repair action shall begin within two working days after notification is made to the vendor for need of warranty repairs. A representative of the vendor's Utah dealer will be notified by telephone at the location and telephone number designated by the vendor on the data sheet as the point of contact. The vendor shall notify State of Utah immediately of any changes in this location and/or telephone number. The warranty repairs should be completed and the unit returned (or picked up by State of Utah at the vendor's expense as outlined above) to State of Utah within a reasonable period of time. For the purpose of this specification eight working days is defined as a reasonable period of time. Excessive delays incurred for the performance of warranty repairs by the vendor may adversely affect the vendor's status as a qualified bidder.

PARTS AND SERVICE: The manufacturer of the equipment furnished shall have an authorized dealer within the state of Utah. The authorized dealer shall have factory-trained personnel available for warranty repairs and the performance of service. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts.

### PART VI: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

#### 1. DELIVERY REQUIREMENTS

- 1.1 Pre-delivery inspection for UDOT personal at factory with all costs to be included in the IFB.
- 1.2 Pilot model shall be delivered within 45 days after receipt of order. Remainder of order to be delivered 90 days after approval of pilot. At State's option, an extension may be granted, whichever is in State's best interest. Unless a delivery extension is granted for acceptable reasons due to circumstances beyond the vendor's control, liquidated damages of \$20.00 will be deducted from the invoice for every working day after the expiration of the number of days shown on the purchase order until the units are delivered. This provision is not intended as a penalty but as liquidated damages.
- 1.3 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building. Delivery will be at the UDOT STATE headquarters in Salt Lake City, Utah 84119.

### Part VII TRAINING

- 1.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.
- 1.2 Two training class be held annual – Truck formalization (Feb. or March) for the length of contact at two locations.  
Salt Lake City, Utah -4501 South 2700 West.  
Richfield, Utah 708 South 100 West.
- 1.3 To provide to included the following.



## **ATTACHMENT B: SPECIFICATIONS**

- Operating procedures per operating manual.
- Preventive maintenance.
- Equipment limitations.
- Operator maintenance.
- Before operations checks and lubrication.
- Safety.
- Welding on equipment.
- Transporting non-operational use.
- Controls.
- Equipment operation, Do's and Don't.
- Hazardous situations.

- 1.4 LESSON PLAN:** The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

### **3. DOCUMENTATION**

- 3.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual for each unit.
- 3.2 Delivery must also include complete sets of parts lists and operation manuals for each unit at no additional charge.

### **4. ACCEPTANCE**

- 4.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.
- 4.2 Acceptance inspection not take more than five working days, weather permitting. Performance testing will be upon installing of first unit.
- 4.3 The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.
- 4.4 If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

### **5. PAYMENT**

Invoices will not be approved for payment until all of the required parts, documentation and manuals have been received and the equipment has been accepted.

## ATTACHMENT C: PRICING

059231

1. Mid-mounted, twelve (12) foot wing plow, delivered price: \$6,033.00
  - Option 1. Rear Mounted Arms: no charge
  - Option 2: Tag Axle Mounting: no charge
  - Option 3: Deduct for hoses and fittings. <-\$225.00>
2. Front Mounted, eight (8) foot wing plow. \$4,460.00
  - Deduct for hoses and fittings: <-\$225.00>
3. Replacement parts shall be priced at twelve percent (12%) off of Monroe Snow and Ice Municipal List Price.